

Creston CSD

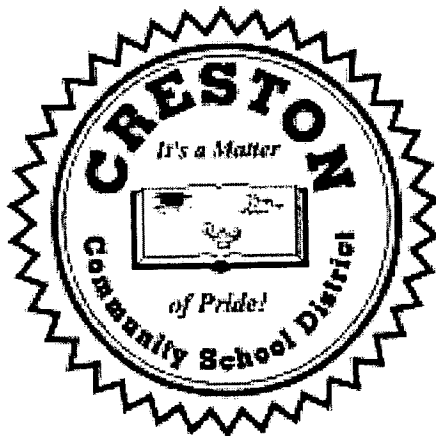
Creston EA

7/1/2006

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MASTER CONTRACT

Certified Staff



July 1, 2006

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ARTICLE I OPENING RECOGNITION STATEMENT

The Creston Community School District and the Creston Education Association have endorsed the practice and procedures of collective bargaining. It is the intention of this Agreement to set forth the entire Agreement of the parties where not otherwise mandated by a statute, or Department of Education rule, and to prevent interruptions of work and interference with the efficient operation of the school.

This Agreement is made and entered into this 1st day of July, **2006**, by and between Creston Community School District and the Creston Education Association, as the exclusive bargaining agent for all regular professional full-time and regular professional part-time employees, including classroom teachers, guidance counselors, librarians, nurses; and excluding the Superintendent, Director of Special Education, Assistant Superintendent or Business Manager/School Board Secretary, Principals, Associate/Vice-Principals, Activities Director, substitute teachers, non-academic employees, and all other employees excluded by Section 4 of Chapter 20, 1975, Code of Iowa.

Definitions

1. The term "Board" or "Employer" as used in this agreement shall mean the Creston Community School District governed by a Board of Directors or its duly authorized representative.
2. The term "Association" as used in this agreement shall mean the Creston Education Association or its duly authorized representative.
3. The term "employee" as used in this agreement shall mean all Professional employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

ARTICLE II GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement. A grievant shall mean an employee, group of employees, or the association.

B. Procedures

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee to act on any grievance within ten (10) school days from the time of the occurrence will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or procession of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or the staff.

C. Steps of Grievance Process

1. Level One - Principal or immediate supervisor (Informal)

An employee with an alleged grievance shall within ten (10) school days from the date of the alleged violation discuss it with his principal or immediate supervisor in an attempt to resolve the matter informally. The individual and the principal or supervisor shall keep a written record of the alleged grievance and the outcome of the discussion.

2. Level Two - Principal or immediate supervisor (Formal)

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal or immediate supervisor. From this level on, a representative of the Association may be present if requested in writing with the grievance document by the aggrieved employee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract which have allegedly been violated and shall state the remedy requested. The filing of the formal, written grievance at Level Two must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.

3. Level Three - Superintendent

In the event a grievance has not been satisfactorily resolved at Level Two, the aggrieved teacher shall file, within five (5) school days of the written decision at Level Two, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of Level Three grievance meeting and communicate it in writing to the teacher and the principal or immediate supervisor.

4. Level Four - Arbitration

If the grievance is not resolved satisfactorily at Level Three, there shall be available at Level Four an impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within ten (10) days from receipt of the Level Three answer to enter into such arbitration. The Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a (7) day period, a request for a list of arbitrators shall be made to the Public Employment Relation Board. The list shall consist of seven arbitrators. Upon receipt of said list of seven arbitrators the moving party shall have the right to remove the first name from the list and the other party the second name. This process shall continue until there is only one name left on the list. This person whose name remains shall be the arbitrator. The decision of the arbitrator shall be binding on the parties. This process shall take no longer than three (3) school days upon receipt by both parties the list of names from PERB. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than thirty (30) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association

shall be final and binding on the parties. Expenses for the Arbitrator's services shall be borne equally by the school district and the Association. The arbitrator, in his opinion shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

D. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

E. Meetings & Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties, and their designated or selected representatives unless mutually agreed upon to have open.

F. Association Grievance

Grievances filed by the Association will be filed by the Association at Level Three.

**ARTICLE III
DUES DEDUCTION**

A. Authorization

Any employee who is a member of the Association, or who applied for membership, may sign and deliver to the Board by September 6th of each year an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in the Dues Deduction Schedule. Any change in payroll deductions must be submitted no later than the sixth day of the month.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September of each school year.

C. Pro-Rated Deduction

Employees new to the district after September 6th shall have the total dues pro-rated on the basis of the remaining months of employment through August.

D. Duration

Such authorization shall continue in effect for a one year period unless revoked in writing by a thirty (30) day notice to the Board.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made in September and February. In event of computer breakdown or other eventualities beyond our control, the Association will not hold the Board of Directors or its employees responsible for time delays in transmitting these dues to the Association.

F. Hold Harmless

The Association agrees to indemnify and hold harmless to the Board, each individual board member, and all administrators against any and all claims, cost, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for these deductions.

**ARTICLE IV
HEALTH AND SAFETY**

A physical examination by a licensed physician is required of all new appointees to the Creston Schools. A general health statement, including a negative TB test or negative chest x-ray is to be filed with the Business Office by the new employee by September 15th. This examination is at the expense of the individual.

All teachers are required to have a physical examination, including a TB test, every three years from their family physician. The Board will pay \$57 towards the cost of the physical examination, but only for those services mandated by the physical form, including a chest x-ray if necessary. Any additional costs for lab work or tests requested by the employee will be borne by the employee. Payment will be made directly to the employee in the October pay period.

Personnel whose health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations (those other than the 3 year sequence) if requested by the administration, shall rest with the Board of Directors.

All physical examination forms shall be presented to the Business Office by September 15th of the year the examination is due, or salary payments shall be withheld until the form is presented to the Business Office.

One physical examination meeting the requirements for the required school bus drivers' permit and the teachers physical examination will be acceptable to the Employer.

Medication and Medical Functions:

Should an employee agree voluntarily to provide medication or services, the employer agrees to indemnify and hold harmless such employee from any liability that might result.

ARTICLE V INSURANCES

1. Flex Plan and Elections

The Board shall provide **\$580** per month per full time employee for purchase of health and major medical insurance, flex plan contributions, or salary, subject to the following:

- A. The employee must first use this amount to purchase a minimum of single health and major medical insurance from the options listed in paragraph "D" of this section unless annual proof is provided of other qualified group coverage.
- B. All employees initially employed for the 2002-2003 school year or thereafter must take at least a single coverage, current employees who have opted out may continue that option, and no additional current employees may opt out.

Any employee who opts out of coverage pursuant to this section shall be limited to receiving \$400 per month.

- C. After the employee has met their health and major medical insurance obligation, the balance of the monthly Board benefit may be taken as salary or placed in their established Section 125 plan. The employee(s) Section 125 plan may be used to pay for additional qualifying group health and major medical insurance, term life insurance up to \$50,000 face value, dependent childcare expense, or qualifying un-reimbursed medical expenses. The employee may contribute additional dollars to the Section 125 plan. If taken as salary, the amount shall be reduced by the equivalent of the district's cost of FICA and IPERS. The Board benefit available under this paragraph shall be calculated on a pro-rated basis for part-time employees.

- D. The following insurance options are available:

Health and Major Medical Insurance:

PPO \$500 deductible

PPO \$1000 deductible

PPO \$2500 deductible

Employees will be given an opportunity to change their selection annually, but once a different option is selected, the employee and dependents will need to comply with plan rules and regulations to be able to elect a different option for a future year (i.e. plan may require medical qualification).

Until mutually modified, future coverage and plans will be consistent with the plans adopted in the **2005-2006** contract.

- E. **Retirement Insurance.** Employees who have retired prior to age sixty-five shall have the right to continue their participation in the medical insurance provided in this Section at their own expense until the employee reaches age sixty-five. The employee's right to such continuation is subject to payment of premiums as required by the District. The employee will be eligible for such medical insurance as it may be modified from time to time by the District and Association through collective bargaining.

2. Long-term Disability

Each eligible employee shall have the option of enrolling in a long-term disability insurance program with benefits as offered by the present policy. However, the same hold harmless clause under Section I will apply if such benefits are not available. The Board shall pay 100 percent (100%) of each employee's policy.

3. The Board shall not be responsible for an employee's failure to enroll in or continue in the insurance programs.

**ARTICLE VI
SICK LEAVE**

A. Cumulative Benefits

Employees shall be granted leave of absence for personal illness or injury with full pay in the following minimum amounts. First year of employment - 10 days; Second year of employment - 11 days; Third year of employment - 12 days; Fourth year of employment - 13 days; Fifth year of employment 14 days; Sixth and subsequent years of employment - 15 days.

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a maximum of 120 days. The school board, may, in each instance, require said reasonable evidence as they may desire in confirming the necessity of such leave of absence.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days, no later than the 2nd pay day of each school year, and, if possible, on the first pay day of each school year.

C. Maternity Leave Coverage

For the purpose of the agreement, personal illness or injury due to pregnancy shall be treated the same as any other physical incapacity.

D. Adoption Leave

Employees shall be eligible to use up to five (5) days of their paid sick leave in relation and proximate to the adoption of a child or children (other than a step-child).

ARTICLE VII TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

Employees shall be granted two days of paid personal leave per year. An additional day with the cost of a substitute to be deducted from the salary of the employee, for personal use may be requested by each employee. Personal leave shall be taken in a minimum of one-half day increments. **Personal leave may not be used on professional development days.**

Personal leave may not be taken one (1) school day preceding or following a vacation nor three days (3) at the beginning or ending of a semester, except for funerals and court appearances. Notice must be in writing, on a form provided, to the building principal for approval at least five (5) school days preceding the leave day or days. Notification of five days for use of a personal leave day or the three-day exclusion periods may be waived by the Superintendent or his/her designee at their nongrievable discretion in the event of extenuating circumstances. Approval of such leave shall be contingent upon availability of substitute teachers. Paid leave may not be used ten (10) days before the end of the school year.

B. Jury Duty

Any employee who is called for jury duty shall be allowed such time off. However, only the differential between the normal salary of the employee and the compensation received for jury duty shall be paid to the employee.

C. Professional Leave – Two (2) Days Per Year

Attendance at education meetings or visiting other schools is permitted at full pay if such absence is approved by the principal. If employees wish to be absent from duty to attend a professional meeting, to visit schools, or for other professional reasons, a written request for approval of such absence should be submitted and shall be signed by the principal or immediate supervisor and filed in the Superintendent's Office at least seven school days prior to the first day of anticipated absence. Written approval or denial will be returned to the employee within five school days after the request is received by the building principal or the director of special education. Failure to return said leave request within the five school days shall mean automatic approval.

If the school district requests or requires that the person attend an educational meeting or the principal feels the requesting teacher should have expenses paid, expenses to this meeting shall be paid by the district. If the staff member requests permission to attend such a meeting and permission is granted without requesting the district to pay meeting expenses, the staff member shall pay the expenses. The decision of the principal in requesting or not requesting expenses be paid for the teacher is final and not grievable. The cost of the substitute shall be paid by the District.

D. Emergency Leave

1. A maximum of five days of leave with pay per year are available for emergencies if approved by the Superintendent for the following purposes:

- a) The serious illness (to include hospitalization, emergency room, or verifiable emergency clinic care) of a member of the employee's immediate family including only spouse, parent or child.

- b) The death or serious illness (as defined above) of an employee's brother, sister, mother-in-law, father-in-law, grandchild or grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, or step-child.
 - c) Other catastrophic events
 - d) All five (5) of the emergency leave days per year will be allowed if approved by the building administrator for the illness of a member of the employee's immediate family listed above.
 - e) One (1) of the emergency leave days per year may be used for the death of any person not listed in subparagraphs 1(a) and 1(b) above.
2. Up to five (5) additional days of paid leave per event shall be granted for the death of an employee's parent, spouse or child.

Salary will not be deducted for such leave. All requests for such leave will be made to the building administrator.

E. Other Leave

Leave of absence for reasons other than those listed, or in excess of maximum amounts of leave listed, shall, if granted at the discretion of the Administration, cause deduction in the teacher's pay on the basis of one day of the annual salary for each day of absence.

F. Association Leave

Three delegates to the ISEA Delegate Assembly will be allowed two days each to attend. This shall be a paid leave. Delegates shall give notice to their principals at least one (1) week in advance of their planned absence. This one (1) week notice will be waived in the event of an emergency substitution of delegates. The CEA will reimburse the school district the cost of the substitute teacher pay.

ARTICLE VIII EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay or paid fringe benefits for up to two (2) years may be granted to any employee for the purpose of serving as President of the State or National Education Association. Upon return from such leave, such employees will be placed on the next position of the salary schedule as when she/he left.

B. Public Office

A leave of absence without pay or paid fringe benefits not to exceed all or part of two (2) academic years may be granted to an employee, upon, application, for the purpose of campaigning for, or serving

in a state or national public office. Upon return from such leave, such employee will be placed on the next position of the salary schedule as when she/he left.

C. Long Term Family Illness

A leave of absence without pay or paid fringe benefits for the remainder of the school year may be granted for the purpose of caring for a seriously ill or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Education Improvement

A leave of absence without pay or paid fringe benefits for up to one year (in increments of one semester) may be granted to any employee, upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, such employees will be placed on the next position of the salary schedule as when she/he left. This leave is subject to securing suitable replacement.

E. Other Extended Leaves

Other extended leaves of absence without pay or paid fringe benefits may be granted in writing by the superintendent.

**ARTICLE IX
EMPLOYEE HOURS**

A. School Work Day

The regular work-day for all employees shall be eight hours which may be scheduled by the administration to occur between the hours of 7:30 a.m. and 4:00 p.m. so long as the work hours are consecutive. Work hours may be lengthened or made non-continuous to accommodate parent teacher conference, open house, or similar events. By mutual agreement an employee and his/her principal may modify the time of arrival and departure. On Fridays, days immediately preceding holidays, and days when school is dismissed early, employees shall be free to leave the main attendance center after all their responsibilities have been completed and/or all of the students for whom the main attendance center is responsible have left the building. In emergency cases, the Superintendent or his designee may modify an employee's hours. Emergency modifications are final and nongrievable.

B. Meeting

Employees shall be required to remain after the end of the workday without additional compensation for the purpose of attending meetings/activities deemed necessary by the administration. Notice of all meetings shall be given at least the school day before the meeting, except in an emergency as declared by the building administrator.

If an employee is required to report before 7:30 a.m. or is required to stay past 4:30 p.m. to attend above meetings/activities, the employee, upon request, will be given one-half (1/2) hour of release time to be taken before or after the student day, within five (5) working days of said meeting.

C. Lunch Periods

All administrators shall arrange a weekly noon schedule that will allow for at least an average of thirty minutes duty free lunch period for all employees. Employees may leave the building without requesting permission during the scheduled duty free lunch period.

D. Creston Education Association

Creston Education Association meetings must be scheduled so that no conflict with the employee's school work day exists as defined in section A of Article IX. School buildings and rooms may be used for these meetings when available, but must be requested in writing and approved by the building principal or his/her designee of the requested facility. Any exceptions to this must be approved by the superintendent of schools.

ARTICLE X EMPLOYEE WORK YEAR

In-School Work Year

1. The in-school work year for employees covered by this agreement shall not exceed 190 days; which shall include:
 - a. Labor Day, Thanksgiving, Christmas, New Years Day, and Memorial Day shall be holidays. Nine days of vacation will be allowed each year. One vacation day will follow Thanksgiving. The other eight vacation days will be used where appropriate with the option of one vacation day or Good Friday to be used for a bad weather make-up day. However, the day to be used as a make-up day must be so designated on the school calendar.
 - b. Five (5) in-service days.
2. Any extended contract beyond the 190 days in-service work year shall be according to the supplemental pay schedule.

Exceptions

1. Employee attendance shall not be required whenever the Superintendent does not require student attendance due to inclement weather or other emergency closings.
2. If a day must be made up due to inclement weather the Superintendent shall require attendance.
3. New employees shall work for 192 days, which shall include two (2) additional in-service days.

Calendar

The school calendar for any given year shall be provided to each employee.

ARTICLE XI
PROCEDURE FOR REDUCTION OF STAFF

Layoffs

When a reduction in certified employees is deemed necessary by the district, the following certificated employees will be terminated:

1. Attrition
2. In the event staff reduction cannot be adequately accomplished through attrition, then certified employees will be released in reverse order of date of employment unless needed to maintain an existing program.

Seniority shall be determined by the date of latest hire and continuous service thereafter in the District. Seniority shall operate within the following groups which are each separate and distinct for purposes of staff reductions. Any licensed employee with a K-12 endorsement will be placed in all groups where previously successfully employed by the District within the previous seven (7) years.

- A. Teachers with elementary endorsement including elementary teachers, special education and chapter I teachers, and elementary librarians.
- B. Secondary teachers with secondary endorsements within the following separate department groups:
 - a. Science
 - b. English and Reading
 - c. Math
 - d. Social Studies
 - e. Drivers Education
 - f. Foreign Language
 - g. Business Education
 - h. Industrial Technology
 - i. Special Education
 - j. Library Services
 - k. Agricultural Science Technology
 - l. Vocational Home Economics
 - m. Multi-Occupations
 - n. Alternative School
- C. Special pupil service teachers in the following separate groups:
 - a. Physical Education
 - b. Art
 - c. Music
 - d. Health Services
 - e. Counselors

Any licensed employee with a K-12 endorsement who teaches in the Middle School, grades 6-8, may choose into which pool they wish to be placed. Employees with a K-12 certificate teaching in grades K-5 (elementary) or 9-12 (secondary) will be placed on the appropriate seniority list.

When a reduction in staff is necessary in any of the above separate groups, the least senior employee shall be reduced unless the remaining employees would not have proper certification to maintain the program including any change in program determined by the Board. Secondary teachers who teach in more than one department listed in paragraph 2 above shall be included in the department group in which they spend the greatest portion of their time teaching.

Recall Rights

Any certificated employee terminated pursuant to this policy shall have recall rights only to the group in which the certificated employee had previously been employed in the school district or in his/her major area of preparation. The period for recall shall commence with the effective date of his/her termination and shall end fourteen days prior to the school year commencing two (2) years after the effective date of the employee's termination. Employees shall have only one opportunity to accept or reject a job offer within the recall period. If an employee fails to notify the Superintendent or his designee of a change of address or fails within five (5) days from the date of attempted delivery by certified mail of notice of recall of his/her desire and availability to return to work, any recall rights shall terminate.

Temporary Employees

Temporary employees hired to work for teachers on leave of absence are not covered by the terms of this article and specifically are not entitled to recall rights upon termination of employment.

ARTICLE XII TEACHER EVALUATION

Within thirty (30) school days after the beginning of each school term, the building principal or appropriate supervisor shall acquaint each employee under his supervision with the formal evaluation procedures, standards and instruments and advise each employee as to the probable designated supervisor who will observe and evaluate his performance. The purpose of the orientation is to achieve mutual understanding of the formal evaluation procedures. No formal evaluation shall take place until such orientation has been completed. A new employee or employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the formal evaluation procedures in effect with such notification to be within twenty (20) school days of the first day of the new assignment. No initial evaluation may be made after the first of May.

The classroom teaching performance of beginning full-time, first, second, and possibly third year teachers will follow the letter of the Iowa Code and Iowa law. Tenured teachers will be formally evaluated at random at least once every three years. The supervisor may choose to evaluate more frequently any and all teachers.

All formal observations of teachers shall be conducted openly with full employee awareness.

The building principal or appropriate supervisor shall evaluate each employee formally in writing. A pre-evaluation conference must be held for beginning (first, second and possible third year) teachers and may be held for tenured teachers prior to the formal evaluation, so that the evaluator may be apprised of the objectives, methods, and materials planned for the teaching situation to be evaluated. This pre-evaluation conference must be held if requested by either the supervisor or the employee. A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the building principal or immediate supervisor within fifteen (15) school days of the evaluation. The teacher shall have at least one (1) school day prior notice concerning the date of the conference. The teacher shall also receive a copy of the written report one school day prior to said conference in order that the teacher may be apprised of the contents of the report. A copy of the evaluation report signed by both parties shall be given to the employee. The signature by the teacher shall be understood to indicate his or her awareness of the evaluation, but in no instance shall said signature be interpreted to be in agreement with the content of the material. No teacher shall be required to sign a blank or incomplete evaluation form. If the employee feels that his or her formal written evaluation is incomplete, inaccurate or unjust, he may put his objections in writing, and have them attached to the evaluation report to be placed in his personnel file. No evaluation will be placed in the file without the signature of the employee, or documentation that the employee has seen the evaluation. The response by the teacher shall be completed within five (5) school days following the date of the formal conference. The file copy of said objection shall be signed by both parties to indicate his approval of said objections.

If the evaluator finds the effectiveness of the teacher less than adequate for the position, the reasons for this judgment shall be set forth in specific terms. The evaluator will attempt to provide the employee with suggestions that may improve the quality of teaching and possibly eliminate the difficulties noted in any evaluation. At least 30 calendar days after initial evaluation, upon teacher request, a second evaluation will be made.

Right to Grieve

Any employee who has been evaluated has the right to grieve his/her evaluations through the grievance procedure set forth in this agreement.

This article deals with but a single method of teacher evaluation, i.e., evaluation of classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed by the administration of the school district. Any complaints directed toward an employee which are placed in his/her file are to be called to the teacher's attention in writing.

ARTICLE XIII VOLUNTARY TRANSFERS

A. Definition

A voluntary transfer shall mean the assignment of an employee to fill a vacancy in another seniority category (as described in Article XI) or building at the request of the employee.

A vacancy is a position that requires the hiring of a new staff member created by a teacher leaving the district or a newly authorized position.

B. Notification of Vacancies

1. Date

Except during the summer vacation, the Superintendent shall announce, by emailing all staff and posting in the main office and teachers workroom/lounge of each building for a period of five (5) school days before the final date when the applications must be submitted, a list of vacancies which occur during the school year and for the following year prior to advertising the vacancies. During the summer vacation the Superintendent need notify only the C.E.A. President and those employees who request notice of the vacant positions, in their major or minor areas of preparation, on a form provided with the April paycheck.

2. Filing Requests (For Employees Hired Prior to the 1999-00 Contract Year)

Employees who desire a change in grade and/or subject, or who desire a transfer to another building may file a written statement of such desire with the Superintendent at the time the vacancy is announced. Such statement shall include the grade and/or subject to which the employee desires to be transferred in order of preference. Such requests for transfers and reassignments shall be submitted not later than 5 days following the date the vacancy is posted.

3. Filing Requests (For Employees Hired For the 1999-00 Contract Year or any Contract Year Thereafter)

Employees who request a voluntary transfer and who were hired for the 1999-00 contract year or any contract year thereafter shall be considered with all applicants who apply for the vacancy. A qualified employee requesting a voluntary transfer shall be interviewed by the administrator and/or hiring committee selected to fill the vacancy. If the employee is not hired, the employee may request a meeting with the administrator to review the selection process outcome.

4. A voluntary transfer may not be denied for an arbitrary or capricious reason.

5. An employee whose voluntary transfer request is approved must remain in the employee's new assignment for a minimum of three years before requesting another voluntary transfer, unless the employee's new assignment is included in a reduction in force action during that three-year period.

C. Criteria (For Employees Hired Prior to the 1999-00 Contract Year)

In the determination of requests for voluntary transfer, the wishes of the individual employee may be honored to the extent that the transfer does not conflict with the instructional requirements of the school system, provided that the employee who requests the transfer has a major area of preparation in the subject matter of the vacancy. Employees who request a voluntary transfer who do not have a major area of preparation in the subject matter, shall be considered with all applicants who apply for the vacancy.

In filling vacancies, applicants with a major area of preparation in the subject matter of the vacancy will be given preferred consideration, provided:

1. The applicant was hired prior to the 1996-97 contract year; or,
2. The applicant - if hired for the 1996-97, 1997-98, or 1998-99 contract years - has remained in the position for which they were originally hired for a minimum of three years.

The act of requesting a voluntary transfer by a new hire will in no way jeopardize their current position.

Vacancies which occur during the school year and need to be filled to complete the present school term or within a period of fourteen (14) days prior to the opening of the public school year, shall be filled at the discretion of the Board.

D. Criteria (For Employees Hired For the 1999-00 Contract Year or any Contract Year Thereafter)

Employees who request a voluntary transfer to a vacancy and who were hired for the 1999-00 contract year or any contract year thereafter shall be considered with all applicants who apply for the vacancy.

- E.** Prior to the District denying a voluntary transfer request from an employee in a "hard-to-fill" position, the District must demonstrate a good-faith effort in seeking a replacement for that employee's "hard-to-fill" position.

ARTICLE XIV INVOLUNTARY TRANSFERS

A. Definition

Involuntary transfer shall mean the assignment of an employee to a vacancy (as defined in Article XIII) in a different seniority category (as defined in Article XI) or building at the initiation of the employer.

B. Notice

Notice of an involuntary transfer shall be given in writing to employees as soon as possible.

C. Criteria

Involuntary transfers of the employees may be made by the employer when in the employer's judgment, such transfers are necessary for the efficient operation of the school system. Any employee so transferred will be notified as soon as possible of the reason for such transfer. If involuntarily transferred to a new staff reduction group, the employee shall for 5 years from the effective date of the transfer, retain his seniority in the group of his choice -- i.e., the group the employee is being transferred from or the group the employee is being transferred into.

D. Priority and Transfer

An employee being involuntarily transferred shall be placed in an instructional position; i.e. one which does not involve reduction in total compensation.

ARTICLE XV SENIORITY PROVISIONS

Where seniority is applicable in this agreement the term shall mean from the date of latest hire and continuous years of service thereafter in the Creston Community School District.

When two or more teachers desire the same extracurricular position, and skill, ability, qualifications, and subject matter competence are equal in the sole and exclusive judgment of the administration. "Seniority" will prevail in the making of the assignment.

The employer shall post, not later than November 30, a seniority list for each group set out in Article XI.

ARTICLE XVI WAGES AND SALARIES

Schedule

1. Employees shall receive individual salaries according to the salary schedule attached hereto.
2. Degree employees entering the Creston Community Schools experienced in other school systems may be given full credit for outside teaching experience up to ten (10) years. Credit may also be given for other outside experience but shall not exceed placement beyond Step 11 upon initial employment in the Creston Community School District.

Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of successful service as determined by performance evaluation until the maximum for their educational classification is reached. In the event a teacher's performance is determined to be unsuccessful, the Superintendent of Schools will recommend to the Board of Directors whether the teacher should advance on the salary schedule.

A year of service shall consist of ninety-one (91) teaching days or more in one school year, if the employee is rehired on a full-time basis.

2. Educational Lanes

Employees may move from one educational lane on the regular salary schedule to a higher educational lane upon completion of relevant and appropriate graduate level course work approved by the superintendent or his designee. Such course work shall have the advance written approval of the superintendent. Beginning with the 2001-02 agreement, graduate credit for employees who went to a conference without knowing that graduate credit would be offered will be approved, as long as it meets the criteria of the article, and application is made within two weeks after the conference. All courses taken following the BA degree must be an approved part of a graduate program at regionally accredited university or college, unless prior written approval is granted by the superintendent. Movement shall be to the corresponding eligible step on the higher lane. Beginning with the 1997-98 school year and thereafter, in order to qualify for the Masters degree lane, the teacher's masters degree must be in effective methods of teaching, his/her area of teaching, his/her major field, or in Masters of Technology.

Employees who:

- a) Have a letter of application into a Master's Degree program which was received by the university prior to April 22, 1997; and,
- b) Complete the degree and submit documentation of completion prior to September 1, 1999 will be allowed to advance to the MA lane.

Employees currently on the Masters Degree lanes will not be removed from the MA lanes because of this restriction. In order to qualify for the Ph.D. column, the teacher must be teaching in his/her major field of graduate work. For an employee to qualify for advancement from one educational lane to another, employees must file their intent to advance lanes with the superintendent by July 15, to be eligible for advancement.

For an employee to qualify for advancement from one educational lane to another the employee must file suitable evidence of additional educational credit with the superintendent no later than the 10th of September.

Should a teacher fail to adequately supply to the superintendent or designee the necessary documentation for educational lane advancement prior to September 10, approval will not be granted. The teacher may reapply for lane advancement approval in subsequent years if he/she so desired.

3. Career Increments

Each employee who has reached the last step of his/her educational lane and remained there for one year or more shall receive a career increment of five percent (5%) of the BA Base.

In addition all employees qualified for and receiving the career increment on June 30, 2002 and thereafter shall receive an additional \$1,150 annually.

Professional Training Requirements

Employees shall comply with all professional training requirements established by law or regulation and failure to comply may result in the withholding of salary of any period in which the employee is in non-compliance.

Method of Payment

Employees, during the regular school year, shall receive their checks at their assigned building or their address as filed with the central office.

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. When a pay date falls on a weekend or holiday, the payroll shall be distributed on the last previous working day. A "new" teacher in their initial year of employment will receive one payment on September 1 of one-half (1/2) a month's salary and the contract balance (11 1/2 months) distributed over twelve (12) equal monthly payments.

Schedule based on Phase I & II

The \$25,700 base salary schedule is based on the assumption that the district shall receive the same amount of Phase I and Phase II money as it received in 2005-06. In the event that the District receives less Phase I and/or Phase II money, the salary schedule shall revert to a \$24,522 base schedule with the same 4 x 4 structure used on the \$25,700 base.

In the event the \$24,522 base is used, the Phase II money actually available shall be reallocated to employees on the schedule based on the percentage of Phase II money actually received. Phase I money shall be used to pay the minimum salary of \$25,700 and to support the cost of the schedule.

Hold Harmless

The Association agrees to indemnify and hold harmless the Board of Directors, each individual Board Member, and all administrators and other personnel assigned the responsibility of issuing checks against any and all claims, costs, suits, or other forms of liability and all court costs in the event of computer breakdown or other eventualities that would cause time delays in issuing paychecks.

CRESTON COMMUNITY SCHOOL DISTRICT
2005-06 Teacher Salary Schedule

LANE STEP	BA	BA + 10	BA + 20	MA	MA + 15	MA + 30	PH.D
1	25,700	26,728	27,756	28,784	29,812	30,840	31,868
2	26,728	27,756	28,784	29,812	30,840	31,868	32,896
3	27,756	28,784	29,812	30,840	31,868	32,896	33,924
4	28,784	29,812	30,840	31,868	32,896	33,924	34,952
5	29,812	30,840	31,868	32,896	33,924	34,952	35,980
6	30,840	31,868	32,896	33,924	34,952	35,980	37,008
7	31,868	32,896	33,924	34,952	35,980	37,008	38,036
8	32,896	33,924	34,952	35,980	37,008	38,036	39,064
9	33,924	34,952	35,980	37,008	38,036	39,064	40,092
10	34,952	35,980	37,008	38,036	39,064	40,092	41,120
11	35,980	37,008	38,036	39,064	40,092	41,120	42,148
12	37,008	38,036	39,064	40,092	41,120	42,148	43,176
13	38,036	39,064	40,092	41,120	42,148	43,176	44,204
14	39,064	40,092	41,120	42,148	43,176	44,204	45,232
15				43,176	44,204	45,232	46,260
16				44,204	45,232	46,260	47,288
17							48,316
18							49,344

**ARTICLE XVII
NURSES SALARY SCHEDULE**

All nurses hired subsequent to the execution of this agreement shall be placed on their appropriate step on the following schedule at the discretion of the administration.

Present nurse employees shall be placed on an appropriate step of the approved schedule at the discretion of the administration. The superintendent may recommend to the Board of Directors that additional credit be granted for outside R. N. or school nurse experience up to five (5) years.

Nurses who have reached the last step of the salary schedule and remained there for one year or more shall be entitled to receive a career increment of four percent (4%) of the BA Base for the **2006-07** school year. The career increment shall be prorated for part-time nurses.

Nurses may attend courses on a professional leave basis as set forth in Article VII even though such courses grant continuing education credit provided that the course work specifically relates to school nursing matters.

**2006-07 Nurses Salary Schedule
Nurses base is 85% of the BA base.**

Step	Salary
0	\$21,845
1	22,345
2	22,845
3	23,345
4	23,845
5	24,345
6	24,845
7	25,345
8	25,845
9	26,345
10	26,845
11	27,345

- Increment amount **\$500**

ARTICLE XVIII SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the association agree that the presently-filled extra-curricular activities positions are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulation in the Extra-Curricular Activities Director's Salary Schedule attached hereto and made a part of hereof. Pay for summer extra-curricular activity assignment will be according to the Extra-Curricular Activities Director's Salary Schedule in effect when that activity began.

Additional compensation will not be granted above the basic salary schedule for those assigned to extra and supervisory duties beyond the regular school day, other than those listed in the attached "Extra-Curricular Activities Director's Salary Schedule".

Employees at the secondary level (7-12) who are assigned to work at an extra-curricular event for an hour or more beyond the work day on Mondays through Fridays, will be given one-half hour of early release time unless the school day is already an early release day or the employee's assignment prevents the employee taking early release that day. In such event, the employee will be required to arrange for the use of one-half hour of early release time within the next five school days.

3. Mileage

Employees who use their personal vehicles for administratively assigned travel (excluding travel related to extra-curricular activities) shall be compensated at the rate of \$0.30 per mile. No mileage will be paid to the first work station of the day nor from the last work station of the day.

4. Extra Duties (effective 2005-2006 school year)

The administration will supply a list of activities that need to be covered at the beginning of the year inservice. Anyone who would like to sign up for duties at that time will sign up for as many as they would like. Upon completion of this process the administration will begin circulating a list of the remaining duties. The circulation will go by alphabetical order (last name) determined by a drawing of the letter of the alphabet. The list will continue until all duties are covered, or each individual has one duty. If additional duties remain, the succeeding rounds will be done in similar fashion. The individuals who signed up during inservice days will not be added to the list until the duties of all individuals are equal to the number of duties that they signed up for.

1 duty	=	1 Activity ticket for employee
2 duties	=	Activity tickets for employee and spouse
3 duties	=	Family Pass

Creston Community School District
Extracurricular Schedule
2006-07

	06-07		06-07
Football		Soccer	
Head Coach	4,229	Head Coach	2,927
Assistant	2,731	Assistant	1,650
Assistant	2,731	Golf	
Assistant	2,731	Head Coach	3,099
Assistant Fresh/Soph	2,142	Assistant	1,787
Assistant Fresh/Soph	2,142		
Head 8th	1,611	Baseball	
Assistant 8th	1,302	Head Coach	4,229
Head 7th	1,611	Assistant	2,731
7th Coach	1,302	Head 9th	2,142
5th/6th Intramurals	589		
		Girls Softball	
Cross Country		Head Coach	4,229
Head Coach	2,927	Assistant	2,731
Assistant	1,650	Head 9th	2,142
Middle School	1,611		
		Volleyball	
Boys Basketball		Head Coach	4,229
Head Coach	4,229	Assistant	2,731
Assistant	2,731	9th	2,142
Sr High Intramurals	540	8th	1,611
Head 9th	2,142	7th	1,611
Head 8th	1,611		
Assistant 8th	1,302	Audio Visual	
Head 7th	1,611	High School	1,136
Assistant 7th	1,302	Junior High	1,136
		Band	
Girls Basketball		High School	4,229
Head Coach	4,229	Junior High	2,836
Assistant	2,731	Elementary	931
Head 9th	2,142		
Head 8th	1,611	Vocal	
Head 7th	1,611	High School	4,229
Assistant 8th	1,302	Junior High	1,899
Assistant 7th	1,302	Elementary	488
		Elementary	488
		Speech	
Wrestling		Individual	1,356
Head Coach	4,229	Large Group	1,356
Assistant	2,731		
Assistant	2,731	Drama	
7th/8th	1,818	All school Play	1,914
7th/8th	1,302	9th Grade one act plays	642
5th/6th Intramurals	295		
5th/6th Intramurals	295	Year Book	
		High School	2,927
Boys Track			
Head Coach	4,229	Newspaper	1,432
Assistant	2,731		
7th/8th	1,611	Cheerleader Sponsor	
7th/8th	1,611	High School	800
		Assistant	800
		3rd season	800
		4th season	800
		Winterguard Sponsor	1,800
Girls Track			
Head Coach	4,229	Chaperone/Sponsor	
Assistant	2,731	High School Basketball	695
7th/8th	1,611	Middle School Basketball	516
7th/8th	1,611	Volleyball	450
Tennis		Pepper Sponsor	1,302
Head Coach	2,927		
Assistant	1,650	Junior Class Sponsor	2,565
Technology Coordinators		Student Council	1,800
Irving	1,337		
Jefferson	1,337	Weight Training	1,600
Franklin	1,337		
Lincoln	1,337	Academic Decathlon	1,356
Middle School	1,337		
High School	1,337		

ARTICLE XIX FINALITY CLAUSE

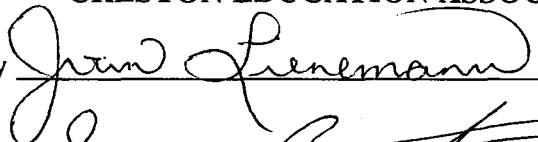
This agreement supersedes and cancels all previous agreements between the School District and the Association and concludes the collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals in this respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. A contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this agreement.


If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

The School District and the Association, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter during the term of this Agreement. Both parties, by mutual agreement, may modify and amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

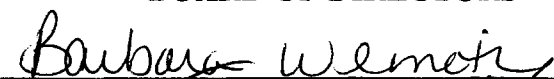
This Agreement shall be effective as of July 1, 2006. This agreement shall continue in effect for all language items until June 30, 2007. The dollar amounts set forth in the insurance article will be paid by the employer beginning with the September paychecks. Any premium changes will be effective with June paychecks. Salaries set out in the salary schedules will become effective with work performed under the employee's individual contract for the 2006-07 academic year (typically effective with the September paycheck).

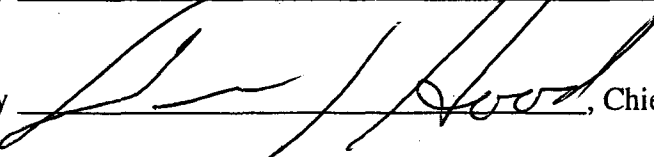
CRESTON EDUCATION ASSOCIATION

By , President

By , Chief Negotiator

CRESTON COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

By , President

By , Chief Negotiator

Equity Statement

Creston Community School District is an equal employment opportunity and affirmative action employer. The District does not discriminate on the basis of race, color, creed, sex, marital/parental status, ethnicity, national origin, religion, age, or disabilities in its educational programs, services or employment practices.

Inquiries concerning application of this statement, including grievance procedures, should be addressed to Equity Coordinator, 619 N Maple, Creston, Iowa 50801. Telephone number (641) 782-7028.